INTERLOCAL AGREEMENT BETWEEN CITY OF REDMOND AND CITY OF SAMMAMISH FOR LANDSCAPE MAINTENANCE OF A PORTION OF SR 202

THIS AGREEMENT is entered into between the City of Sammamish, a Washington city ("Sammamish") and the City of Redmond, a Washington City ("Redmond") for the purposes hereafter mentioned.

RECITALS

- A. In 2009, the State of Washington completed road widening improvements to SR 202 from SR 520 to 192nd Ave N.E. A portion of these improvements are in Redmond and a portion of these improvements are in Sammamish. The improvements included landscaped medians and other landscaped areas within and adjacent to the improved roadway.
- B. Under an interlocal agreement between Redmond and the Washington State Department of Transportation ("WSDOT"), Redmond has maintained the landscaping in both Redmond and a portion of Sammamish since installation by the state. The interlocal agreement between Redmond and WSDOT expired June 30, 2011.
- C. Sammamish and Redmond deem it to be in the best interest of both cities that Redmond continues to maintain the landscaping as provided in Redmond's interlocal agreement with WSDOT. Redmond has expressed a willingness to do so and Sammamish has expressed a willingness to pay Redmond to do so. The parties wish to reduce their agreement to writing.

AGREEMENT

IN CONSIDERATION OF the terms and conditions set forth below, the parties agree as follows:

1. Redmond to Maintain Landscaping. Redmond agrees to provide all labor, equipment, and materials necessary to perform routine maintenance of the landscaping in the shaded areas shown on the as-built Roadside Planting Plans attached to this Agreement as Exhibit A and incorporated herein by this reference as if set forth in full. Routine maintenance means and includes those services described on the Maintenance Schedule attached to this Agreement as Exhibit B and incorporated herein by this reference as if set forth in full. With respect to the irrigation system in the landscaped areas, routine maintenance includes main line repairs, lateral line repairs, and sprinkler head repairs. Routine maintenance of the irrigation system does not include repair or replacement of valves, valve wiring, controllers, control cabinets, double-check valves, and the Maxicom CCU(s), which shall remain the sole responsibility of Sammamish. Routine maintenance also does not include maintenance or repair of streetlights, fences, retaining walls, and hard surfaces (concrete/asphalt). The frequency of maintenance shall be as provided in the Maintenance Schedule. Items marked "NIC" on the Maintenance Schedule are not included in this Agreement.

- 2. Payment by Sammamish. Sammamish agrees to pay Redmond on an annual basis for the maintenance services provided under Section 1 of this Agreement. For the remainder of 2011, the payment shall be determined by multiplying the sum of \$14.75 by the number of calendar days remaining in the year as of the effective date of this Agreement. The entire amount due for 2011 shall be paid on or before the 15th day of the month following the effective date of this Agreement. For 2012, the annual payment shall be \$5,383.75, which shall be due on or before the 15th day of January, 2012. If this Agreement is renewed for the calendar year 2013, the amount of the payment shall be increased over the 2012 amount by an amount equal to the increase in the Consumer Price Index All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area from June 2011 to June 2012. If this Agreement is renewed thereafter, the amount of the payment shall be increased each January 1 by an amount equal to the increase in the CPI-U during the most recent June to June period. Annual payments in 2013 and after shall be due and payable on or before January 15 of the renewal year.
- 3. <u>Duration of Agreement.</u> This Agreement shall become effective upon execution by both parties and shall be for an initial term ending December 31, 2012. This Agreement shall thereafter renew on a year-to-year basis unless either party gives notice to the other of its intent not to renew at least sixty days prior to December 31 of the year in which notice is given.
- 4. Right of Entry. Sammamish hereby grants Redmond access to the shaded areas shown on Exhibit A for the purpose of performing maintenance pursuant to the terms of this Agreement. During such times as Redmond is performing maintenance, Redmond shall be responsible for any necessary traffic control.

5. Indemnification.

- 5.1 Redmond agrees to indemnify, hold harmless, and defend Sammamish, its officers and employees, from and against any and all costs, claims, judgments and/or awards of damages (both to persons and/or property), arising out of or resulting from Redmond's negligence in the performance of this Agreement. Redmond will not be required to indemnify, hold harmless or defend Sammamish if the claim, suit, or action for injuries, death or damages (both to persons and/or property) is the result of the sole negligence of Sammamish, its officers or employees.
- 5.2 Sammamish agrees to indemnify, hold harmless, and Redmond, its officers and employees, from and against any and all costs, claims, judgments and/or awards of damages (both to persons and/or property), arising out of or resulting from Sammamish's negligence in the performance of this Agreement. Sammamish will not be required to indemnify, hold harmless or defend Redmond if the claim, suit, or action for injuries, death or damages (both to persons and/or property) is the result of the sole negligence of Redmond, its officers or employees.
- 5.3 Where a claim, suit, or action results from the concurrent negligence of Sammamish and Redmond, or their officers or employees, the indemnity provisions of this section shall be valid and enforceable only to the extent of each party's, or their officers' or employees' negligence.

- 5.4 This indemnity shall survive termination or expiration of this Agreement for any claim, suit, or action for injuries, death, or damage occurring prior to such termination or expiration.
- 6. <u>Termination</u>. Either party may terminate this Agreement during its term or any renewal term thereof for breach of the Agreement by the other party, provided, that such termination shall not become effective if, within thirty (30) days from the date notice of termination is given, the non-terminating party cures the breach or, if such breach cannot be cured within thirty (30) days, commences cure within that time period and pursues the cure to completion.
- 7. Property. Sammamish and Redmond will not acquire any joint property under this Agreement. Performance of services by Redmond shall not result in any title to the landscaped areas passing to Redmond. Payment by Sammamish shall not result in title to any Redmond equipment or materials passing to Sammamish.
- **8.** Administration. No separate legal entity is created by this Agreement. This Agreement shall be jointly administered by the Park and Recreation Director of Redmond and the Public Works Director of Sammamish.
- 9. <u>Notices</u>. Notices under this Agreement shall be provided in writing to the parties at the following addresses:

Redmond

Craig Larson
Director of Parks and Recreation
City of Redmond
15970 NE 85th Street
P.O. Box 97010
Mail Stop 4NPK
Redmond, WA 98073

Sammamish

Laura Philpot Public Works Director City of Sammamish 801 228th Ave. S.E. Sammamish, WA 98075

Notices shall be given by personal delivery or by mail and, if given by mail, shall be deemed received three (3) business days after the same is deposited in the United States Mail, postage prepaid, addressed as provided above.

- 10. Amendments. This Agreement may be amended only by a written instrument signed by both parties.
- 11. Listing on Web Sites. Pursuant to RCW 39.34.040, Redmond and Sammamish shall each list this Agreement by subject on their respective web sites.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the maintenance of the landscaping described in Section 1 hereof and supersedes all prior negotiations or understandings.

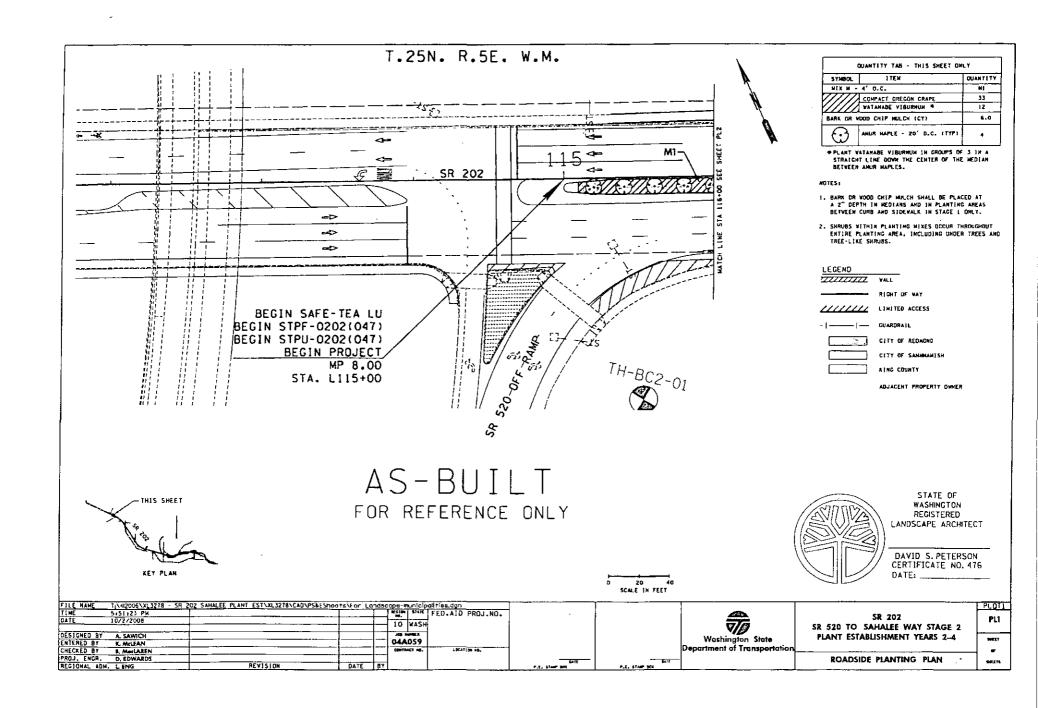
AGREED TO by the parties on the dates set forth below.

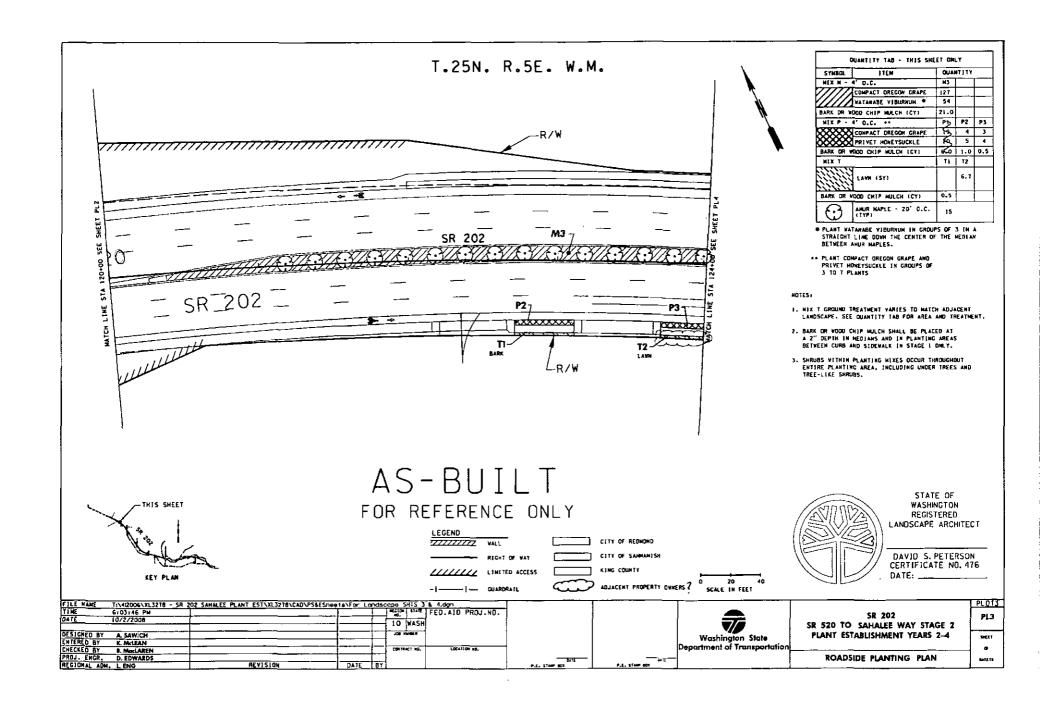
CITY OF REDMOND

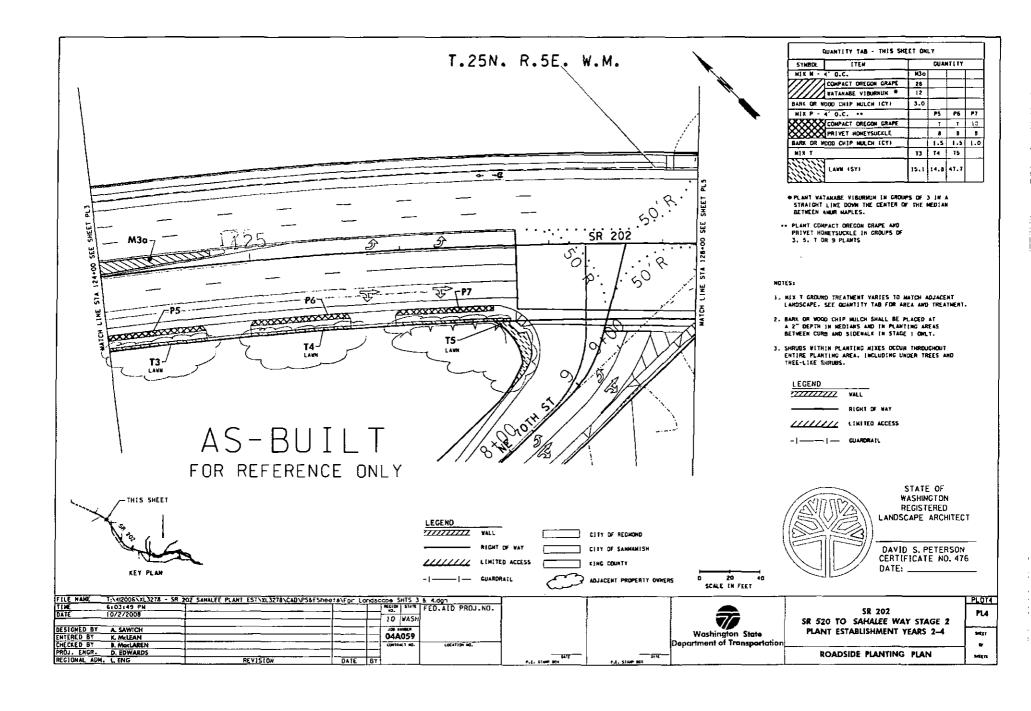
CITY OF SAMMAMISH

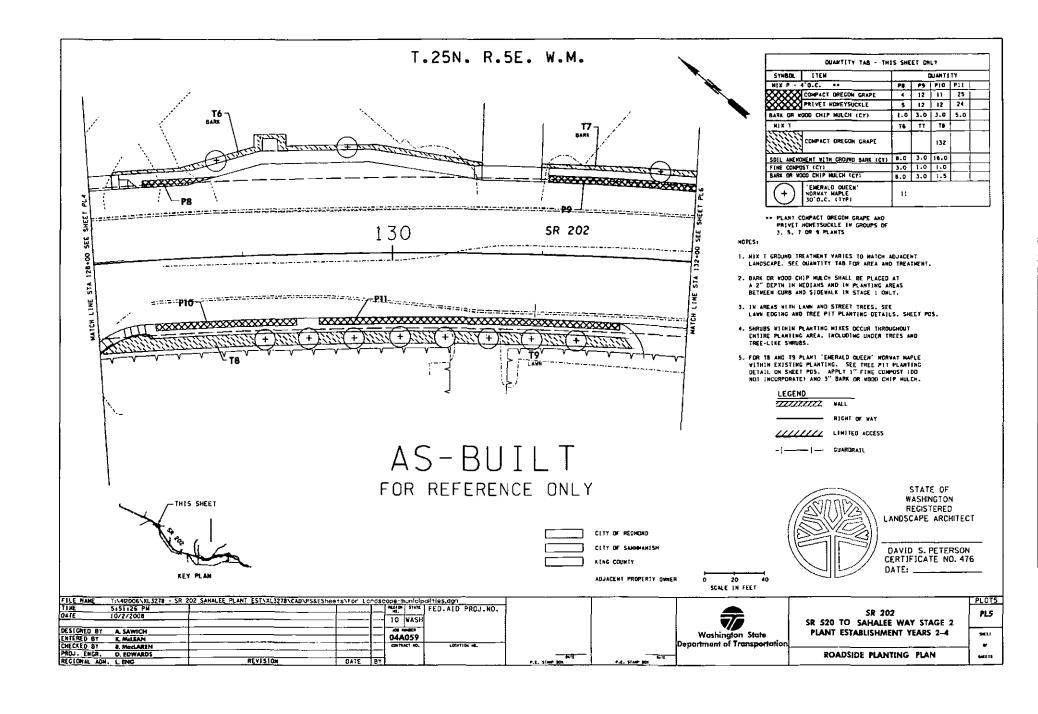
City Manager Ben Yazici
Date: Date:

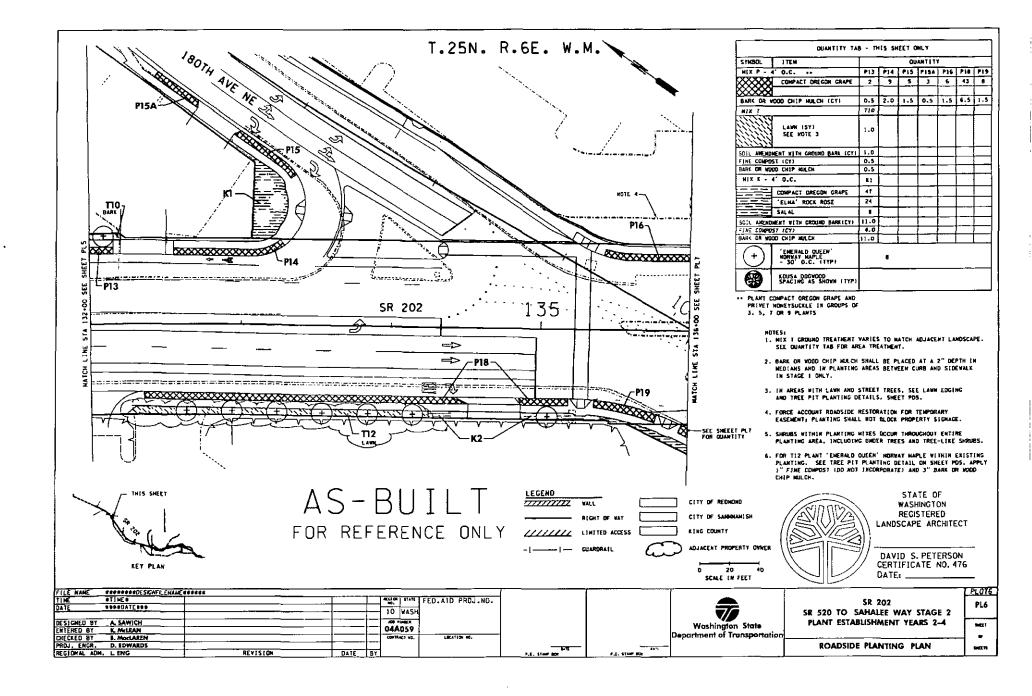
EXHIBIT A

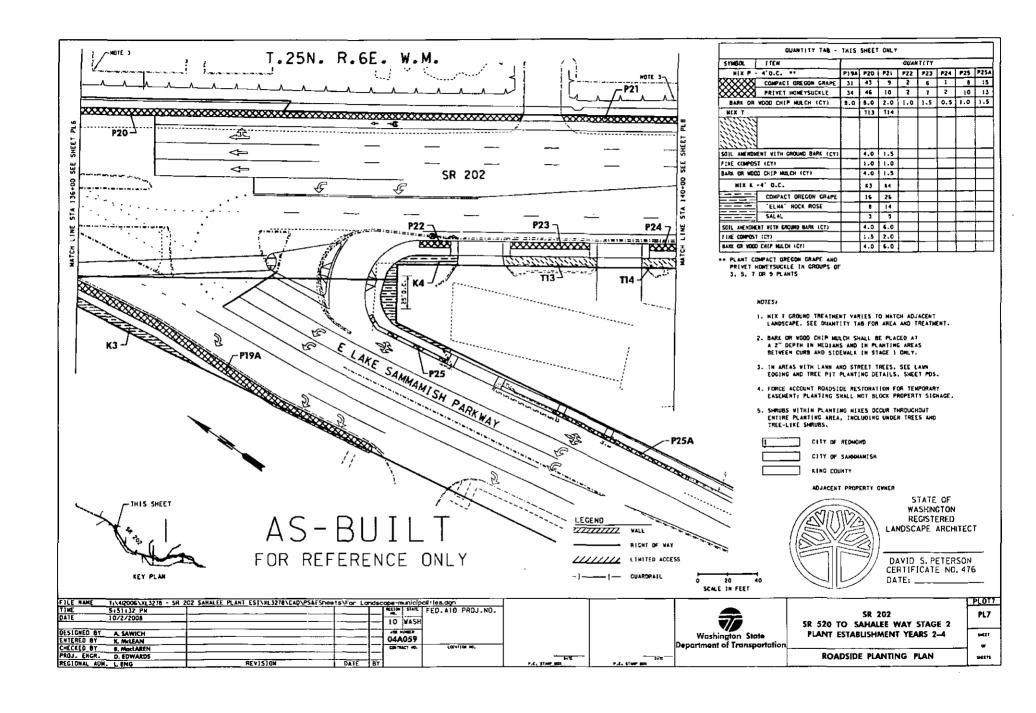


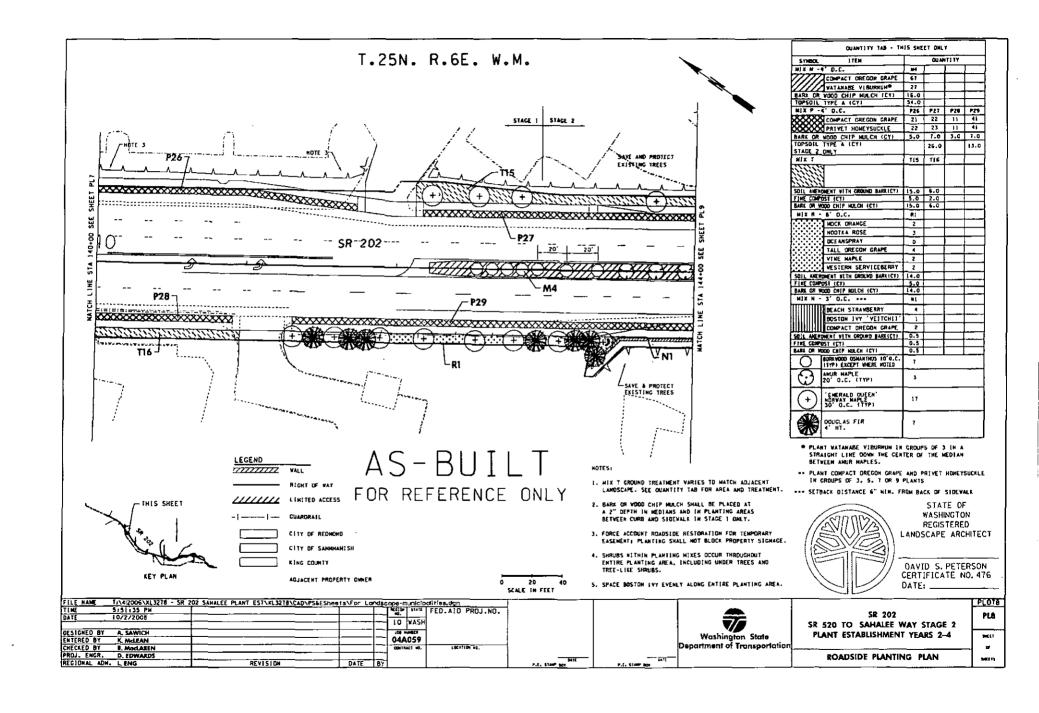


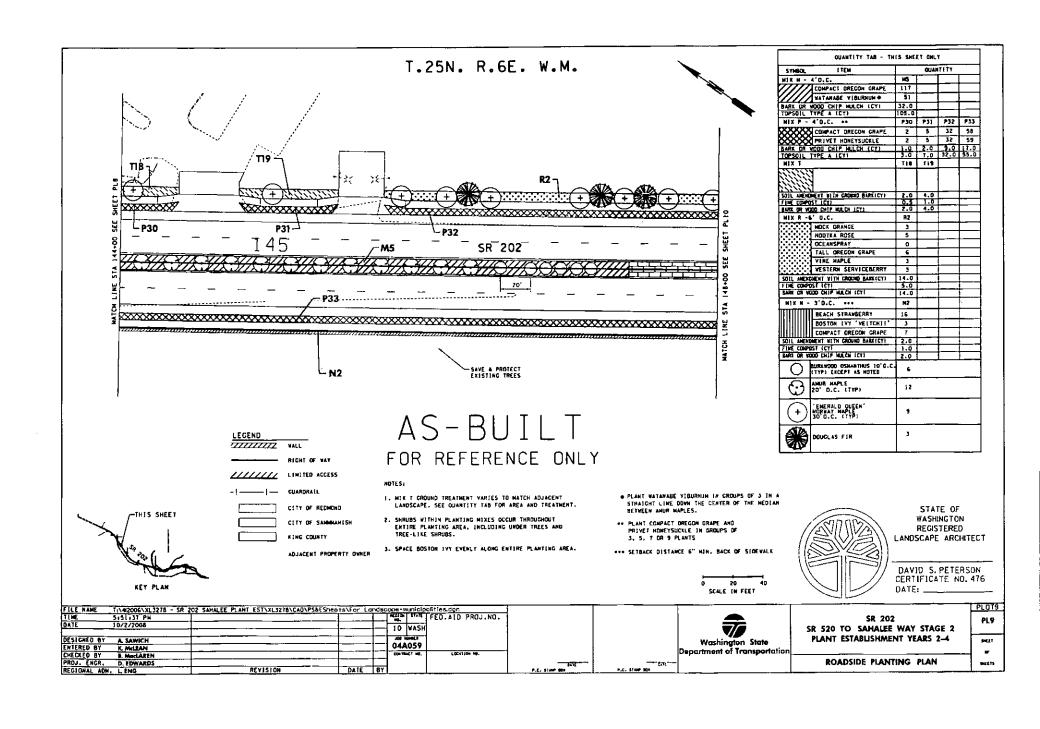


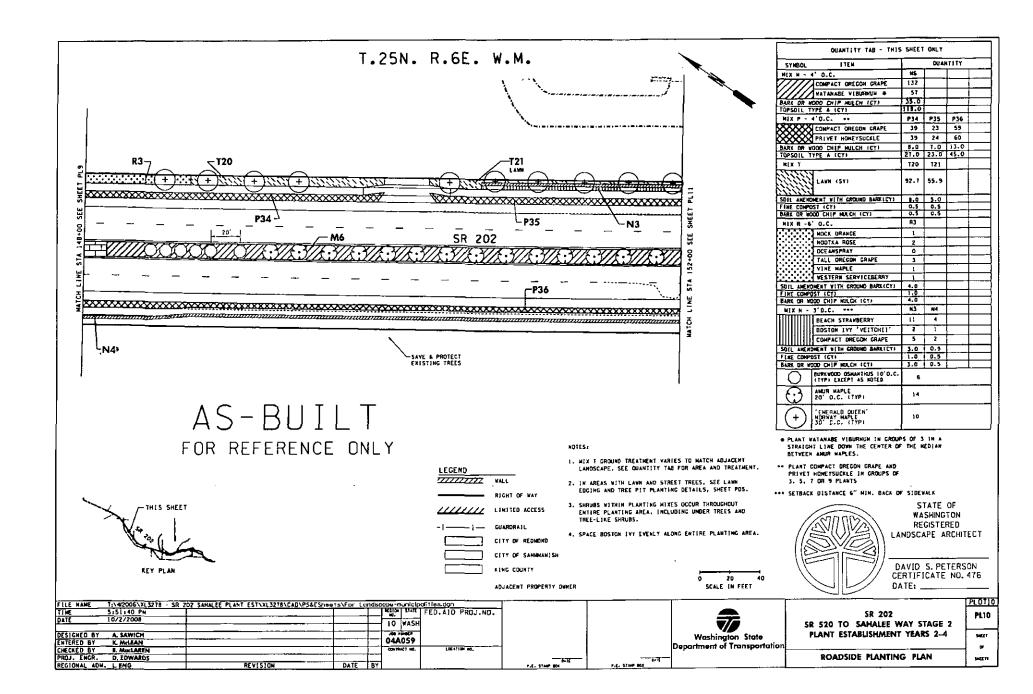


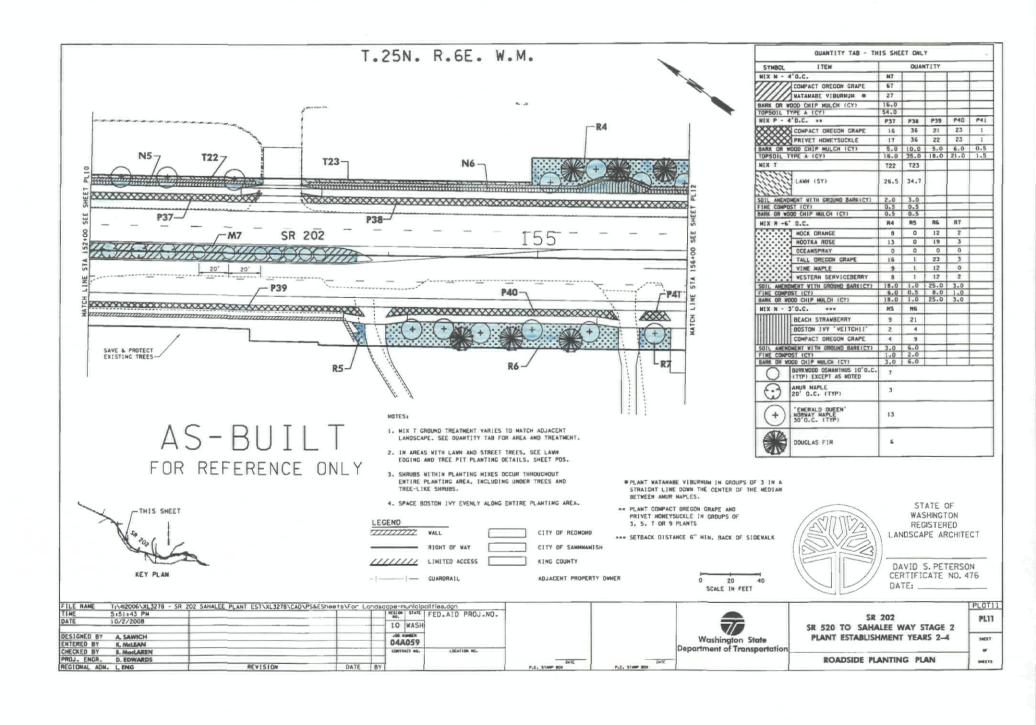


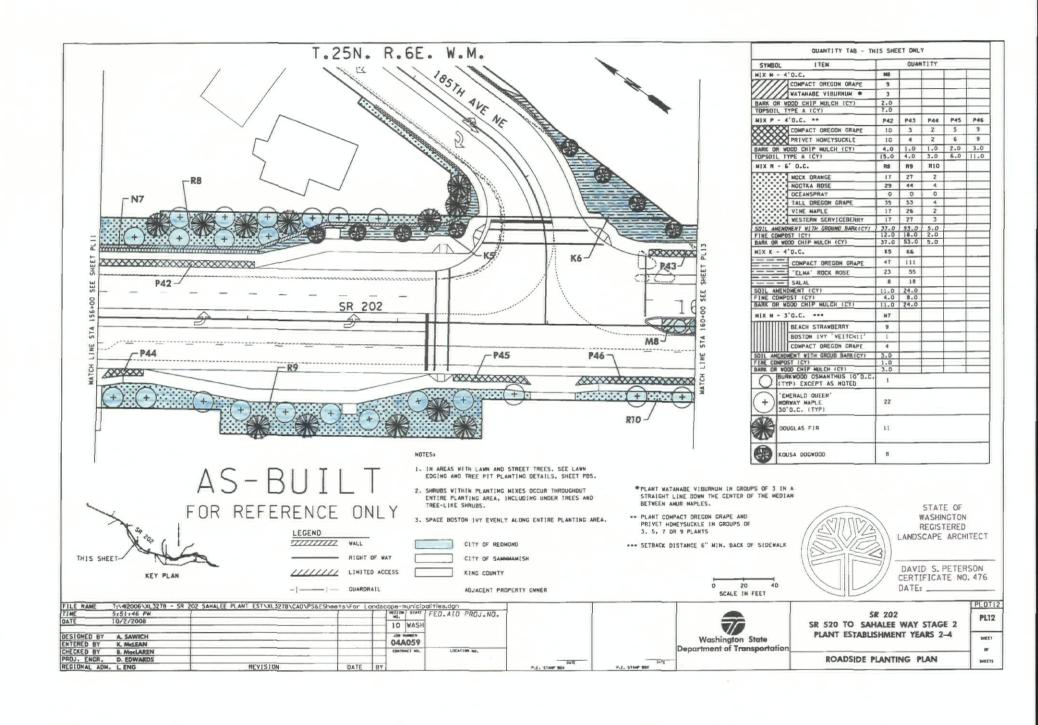


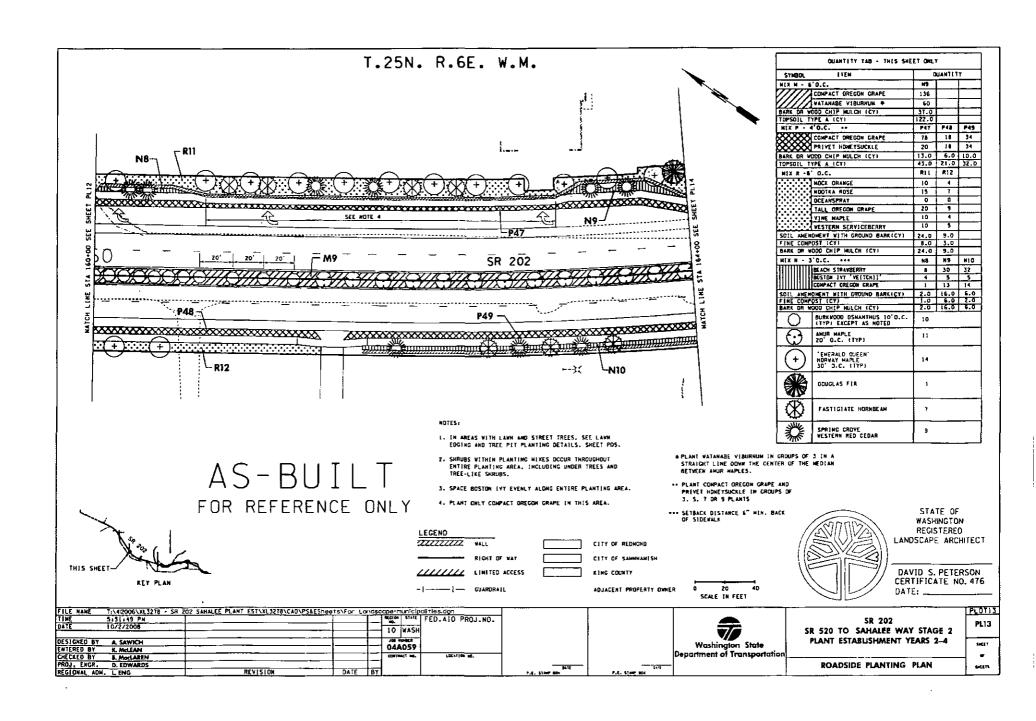


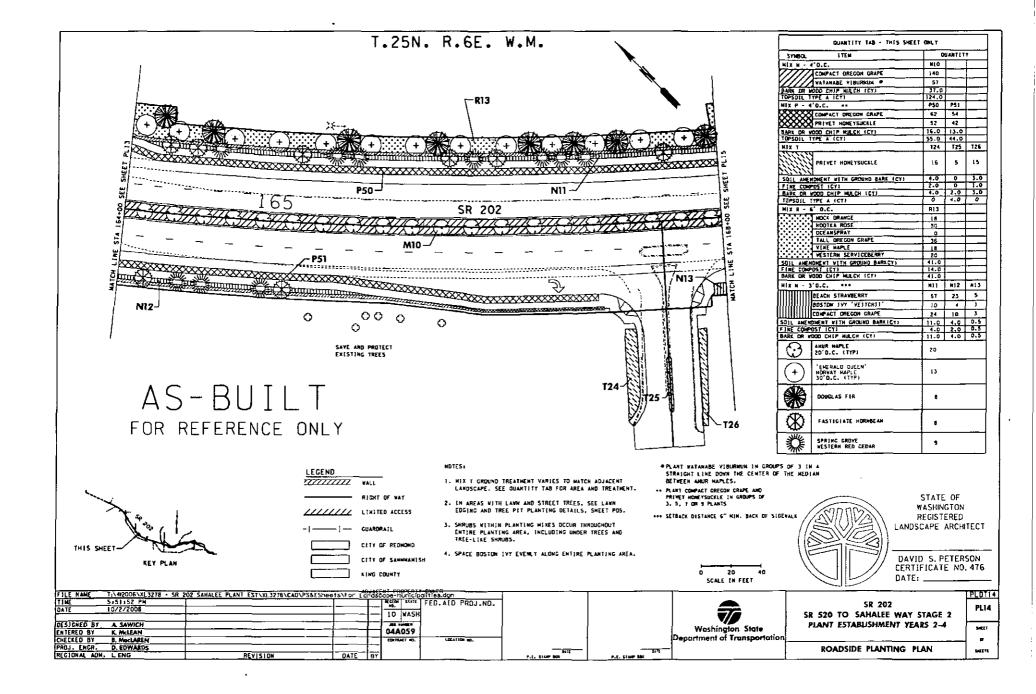


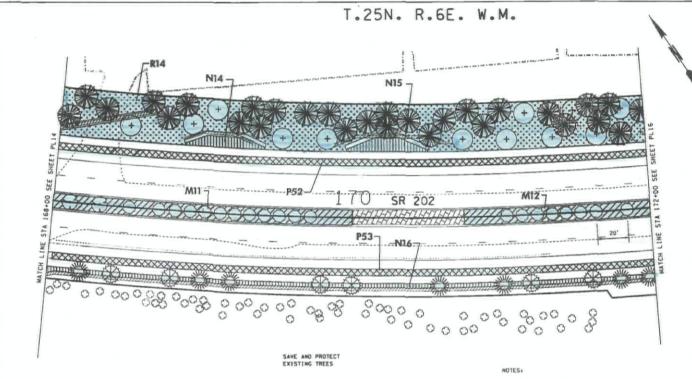










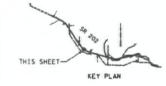


AS-BUILT FOR REFERENCE ONLY

- IN AREAS WITH LAWN AND STREET TREES, SEE LAWN EDGING AND TREE PIT PLANTING DETAILS, SHEET PDS.
- SHRUBS MITHIN PLANTING MIXES OCCUR THROUGHOUY ENTIRE PLANTING AREA, INCLUDING UNDER TREES AND TREE-LIKE SHRUBS.
- 3. SPACE BOSTON IVY EVENLY ALONG ENTIRE PLANTING AREA.

SYMBOL	METI	QUANTITY					
HIX H -	4'0.C.	M11	M12				
77777	COMPACT DREGON GRAPE	67	42				
	WATANABE VIBURNUM #	27	18				
PARK DR	WDOD CHIP MULCH (CY)	18.0	12.0				
	TYPE A (CY)	62.0	39.0				
MIX P -	4'0.C. **	P52	P53				
XXXXX	COMPACT OREGON GRAPE	59					
	PRIVET HONEYSUCKLE	50	50				
	MOOD CHIP MULCH (CY)	16.0	17.0				
	TYPE A (CY)	54.0	55.0				
	6' O.C.	R14					
******	MOCK DRANGE	52					
	NOOTKA ROSE	87	_	_			
	OCEANSPRAY	-	-				
	The state of the s	0	-	-			
	TALL ORECON GRAPE	105		-			
	VINE MAPLE	52	_	_			
	WESTERN SERVICEBERRY	54		_			
	NOMENT WITH GROUND BARK(CY)	113.0					
	POST (CY)	38.0	-	-			
	WOOD CHIP MULCH (CY)	113.0		wee			
MIX N -	3'0.C. ***	N14	N15	NIE			
	BEACH STRAWBERRY	25	32	57			
	BOSTON IVY 'VEITCHII'	-	-	10			
шшшш	COMPACT OREGON GRAPE	10	14	24			
	NOMENT WITH GROUND BARK (CY)	3	3	11.0			
	POST (CY) WOOD CHIP MULCH (CY)	1	3	11.0			
BARK UK		3	3	11.0			
0	BURKWOOD DEMANTHUS	20					
3	AMUR MAPLE 20'D.C. (TYP)	2					
+	'EMERALD QUEEN' NORWAY MAPLE 30'O.C. (TYP)	13					
	DOUGLAS FIR	29					
(1)	FASTIGIATE HORNBEAM	6					
**	SPRING GROVE WESTERN RED CEDAR	6					

- *PLANT WATANABE VIBURNUM IN GROUPS OF 3 IN A STRAIGHT LINE DOWN THE CENTER OF THE MEDIAN RETWEEN AMUR MAPLES.
- PLANT COMPACT OREGON GRAPE AND PRIVET HONEYSUCKLE IN GROUPS OF 3, 5, 7 OR 9 PLANTS
- *** SETBACK DISTANCE 6" HIN. BACK OF SIDEWALK



LEGEND

CITY OF REDMOND

RIGHT OF WAY

CITY OF SAMMMAMISH

KING COUNTY

CUARDRAIL

ADJACENT PROPERTY OWNER

SCALE IN FEET

P.C. STAMP BOX

STATE OF WASHINGTON REGISTERED LANDSCAPE ARCHITECT

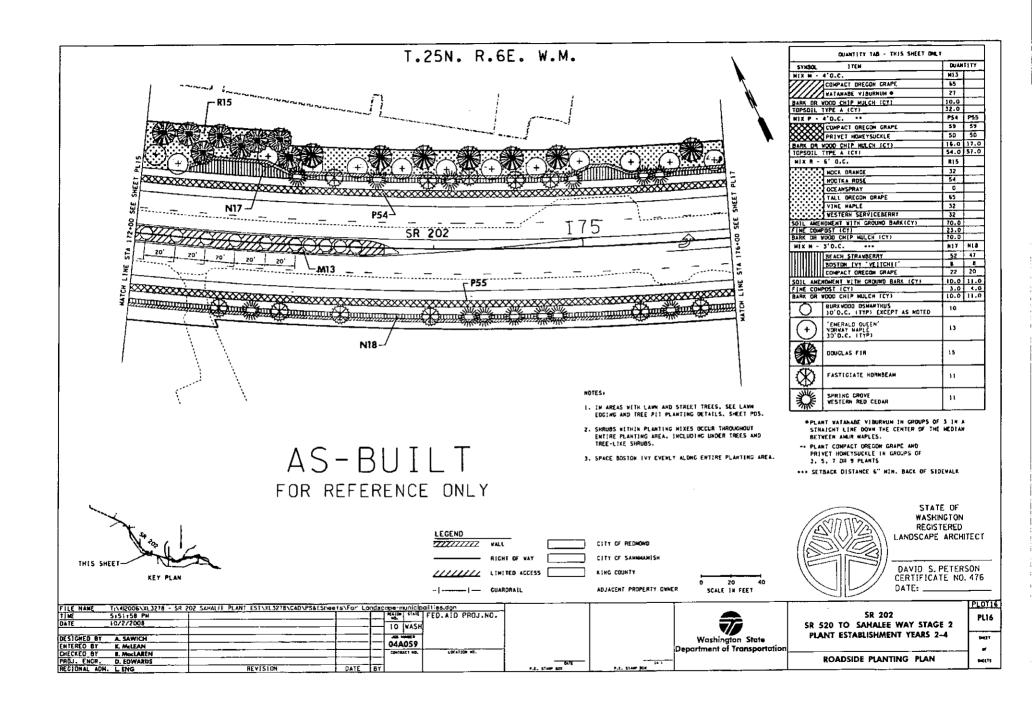
DAVID S. PETERSON CERTIFICATE NO. 476 DATE:

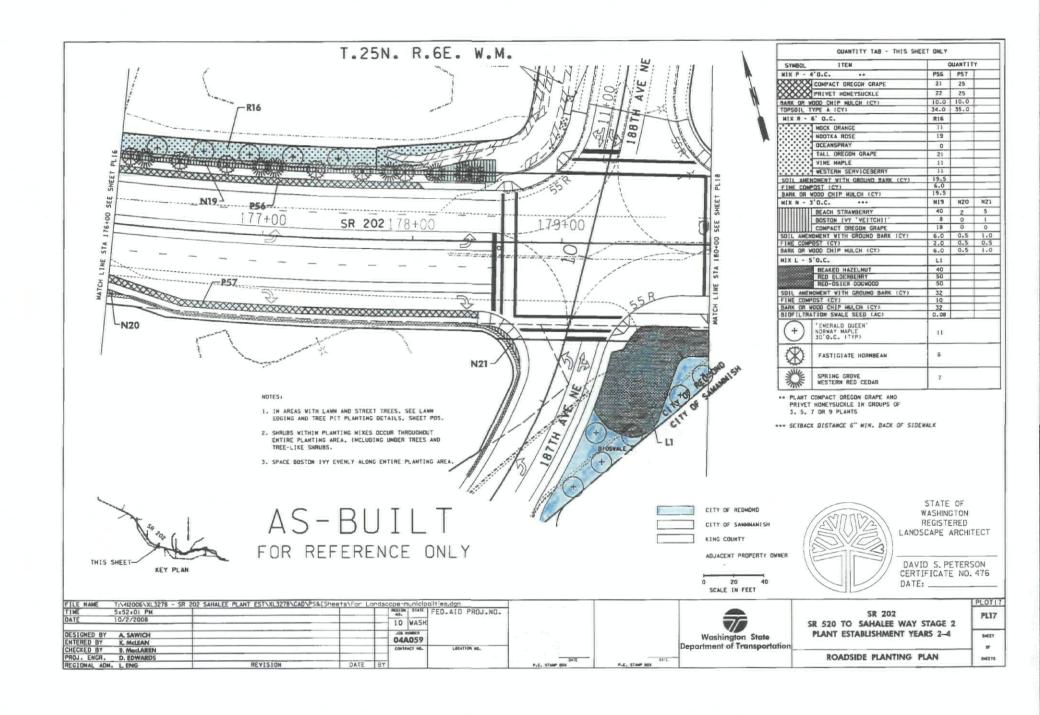
FILE NAME TIME	Tr\4 2006\XL3278 - 5r51r54 PM	SR 202	SAHALEE	PLANT	EST\XL	278\CAD\PS&E	Sheets\For Lo				FED.AID PROJ.NO.	
DATE	10/2/2008	\rightarrow								WASH	- LD - ALGO FAIGE	
DESTIGNED BY A SAWICH									JOB HUMBER			
ENTERED BY	K. MeLEAN								04	A059		
CHECKED BY	B. MacLAREN								CONTRACT NO.		LOCATION MO.	
PROJ. ENGR.	D. EDWARDS											
RECIONAL ADM.	L ENG			- 1	REVISIO	N	DATE	BY				

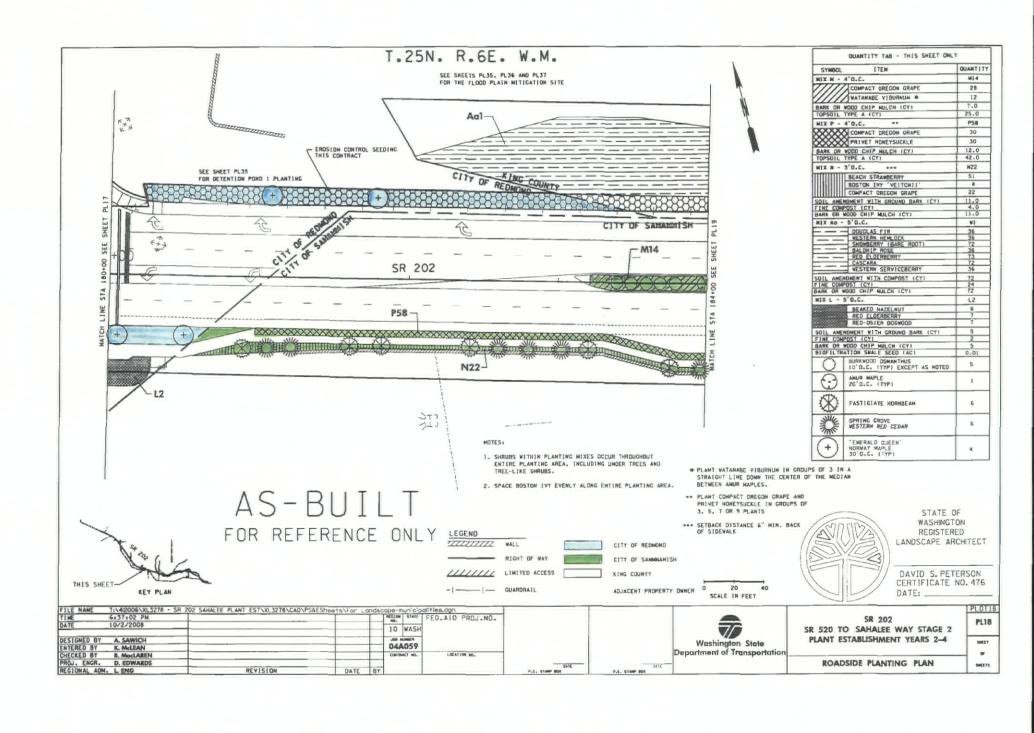
Washington State
Department of Transportation

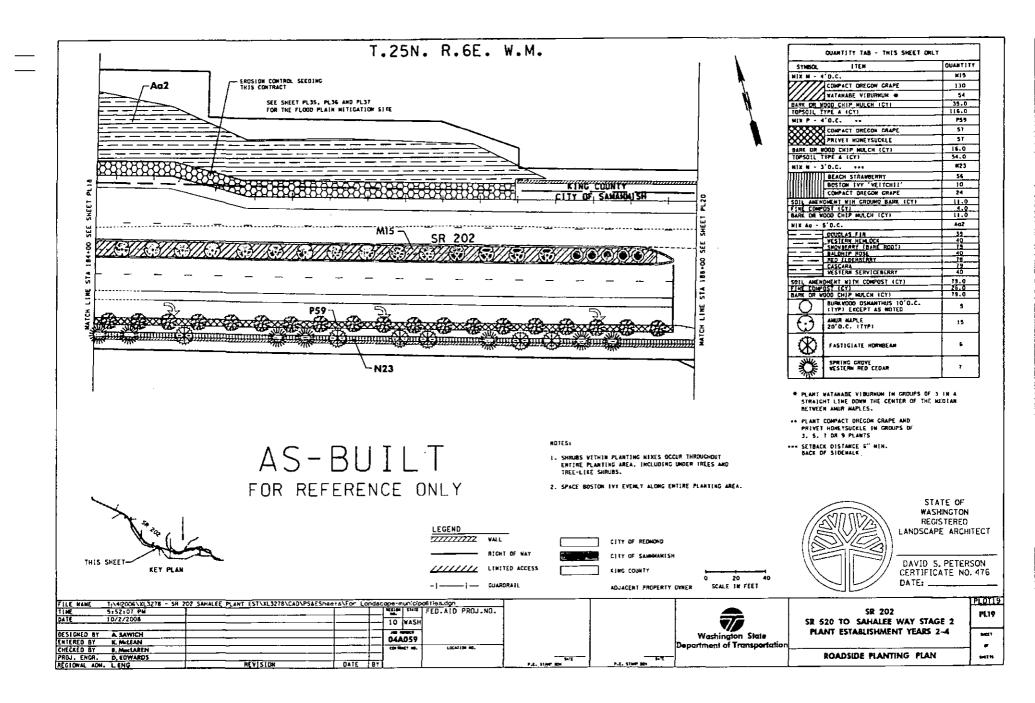
ROADSIDE PLANTING PLAN

PLOTIS
PL75
SHEET
OF
SHEETS









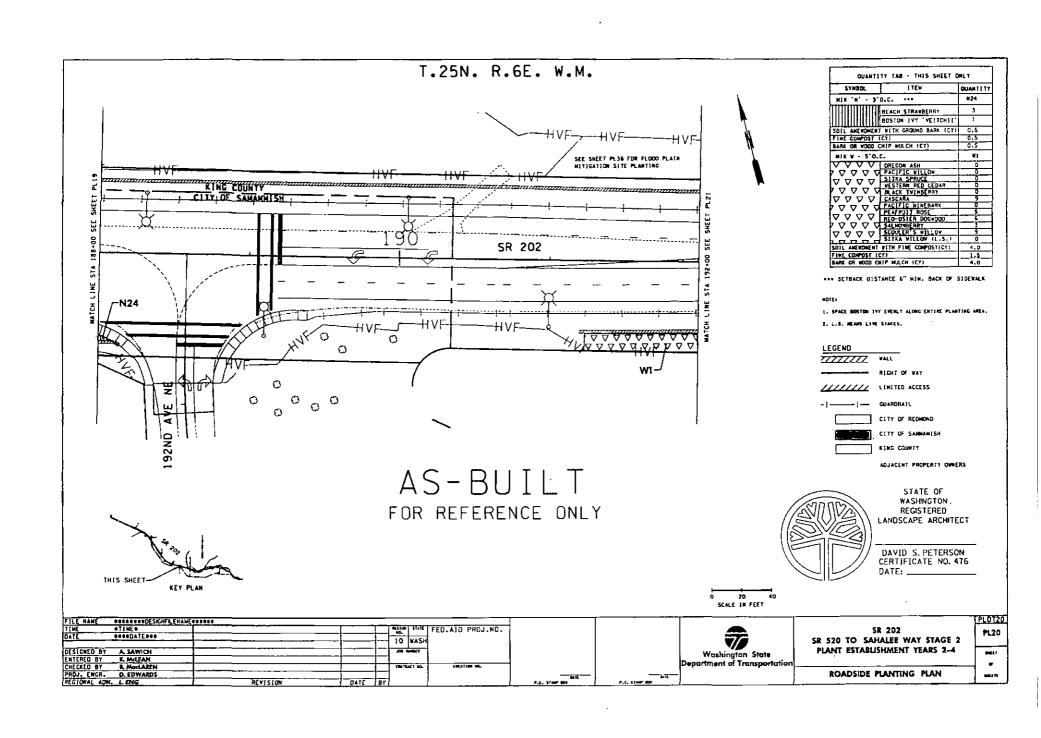


EXHIBIT B: ANNUAL MAINTENANCE SCHEDULE

State Route 202 - City of Sammamish Landscaping and Irrigation

FREQUENCY BY MONTH													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Times
					<u> </u>				<u>-</u>				
TURF			_		<u> </u>	 							<u> </u>
Mowing - irrigated areas					<u> </u>	NIC							0
Mowing - non irrigated areas						NIC					<u> </u>		0
Weedeating					ļ <u>-</u> —	NIC							0
Edging						NIC							0
Fertilizer - irrigated areas						NIC		<u> </u>	<u> </u>				0
Fertilizer - non irrigated areas						NIC	ļ						0
Herbicide				-		NIC		<u> </u>		<u> </u>			0
TREES, SHRUBS &													
GROUND COVER BEDS													
Weeding			1	11	1	1	1	1	1	1			8
Groundcover Trimming				1				1					2
Pruning of Shrubs				1					1				2
Pruning Trees					As Needed			:			ĺ		0
Tree Sucker Removal					As Needed								0
Fertilization				1									1
Pre-emergent Herbicide			1						1				2
HARD SURFACES	-					<u>-</u> .							
Sweeping/Blowing		1		1		1		1		1	1	1	_
Weeds			1	1	1	1	1	1	1	1			8
IDDIOATION		<u> </u>					<u> </u> 						
IRRIGATION		_					<u> </u>				<u> </u>		0
Spring Activation				1									
Maintenance				1	1	2	1	2	1				9
Repairs			-			AS NE	EDED						
Winterization		_						· ·		1			1
OTHER					<u>-</u>								
Leaf Removal										1	1	1	3
Litter		1	1	1	1	1	1	1	1	1	1	1	 11
Brush Control					\ As	Neede	ed						0
Windfall Debris					As Needed								0
Manual Watering						NIC							0